

**Record and Return To:**

LandCastle Title, LLC  
810 Crescent Centre Drive, Suite 280  
Franklin, TN 37067  
File #: MSR-071200020A

*After recording, return to:*  
*Select Title & Escrow, LLC*  
7145 Swinnea Road, Suite 1  
Southaven, MS 38671  
(662) 349-3930

State of Mississippi  
County of De Soto

File # CS-1018

**SPECIAL WARRANTY DEED**

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Deutsche Bank National Trust Company as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2006-HE8, Mortgage Pass Through Certificates, Series 2006-HE8, , (hereinafter called "Grantor") does hereby sell, convey, specially warrant and deliver unto JAMES WILLIAMS JR. (hereinafter called "Grantee"), the following described property situated in De Soto County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

Commonly known as: 2525 Baird Dr., Southaven, MS, 38672

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

Taxes for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

This conveyance is also subject to zoning and/or other land use regulations promulgated be federal, state of local governments affecting the use of occupancy of the subject property.

Address of Grantee: 2525 Baird Dr.  
Southaven MS 38672

Phone Number: 601-672-5090

Address of Grantor: 7105 Corporate Dr.  
Plano TX 75024

Phone Number: NA

Page 1 of 2

RE: 2525 Baird Dr., Southaven, MS 38672  
REO # 206292

*Select*

*a*

## (Continuation of Special Warranty Deed)

WITNESS THE SIGNATURE of the Grantor on this 22nd day of January, 2008.

Seller(s):

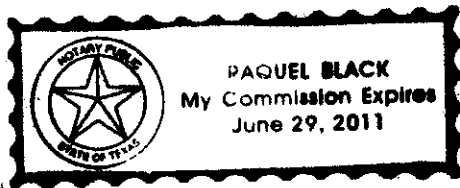
Deutsche Bank National Trust Company  
 as Trustee for Morgan Stanley ABS  
 Capital I Inc. Trust 2006-HE8, Mortgage  
 Pass Through Certificates, Series  
 2006-HE8 by Countrywide Home Loans  
 as Attorney in Fact

By: Toni GaryName: Toni Gary, Asst Secretary

Its: \_\_\_\_\_

State of TexasCounty of Collin

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid  
Toni Gary who acknowledged to me that she/he is Asst Secretary of  
Countrywide Home Loans, the attorney-in-fact for  
Deutsche Bank Nat'l Trust and that in its capacity as attorney-in-fact for  
Deutsche Bank Nat'l Trust she/he executed, signed and delivered the above and foregoing  
 instrument after having been authorized by Countrywide Home Loans and  
Deutsche Bank Nat'l Trust to do so.

Given under my hand and seal this the 22nd day of January, 2008.

Paquel Black  
 Notary Public for the State of Texas  
 My Commission Expires: \_\_\_\_\_

\*\*\* USE THIS PAGE WHEN GRANTOR IS REPRESENTED THROUGH POWER OF ATTORNEY \*\*\*

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RE: 2525 Baird Dr., Southaven, MS 38672  
 REO # 206292

**Exhibit "A"**

LOT 180, SECTION D, DEERCHASE, SITUATED IN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEROF RECORDED IN PLAT BOOK 82, PAGE 27, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

RE: 2525 Baird Dr., Southaven, MS 38672  
REO # 206292

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the agreements listed on Exhibit A attached hereto (collectively the "Agreements") by and between Deutsche Bank National Trust Company, as trustee, and Countrywide Home Loans, Inc., as servicer (in such capacity, the "Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Countrywide Home Loans, Inc. is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;

- b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of **October 26, 2007**.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

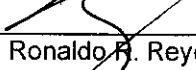
The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

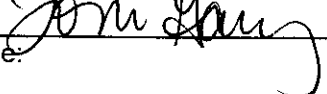
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this **26<sup>th</sup> day of October 2007**.

Deutsche Bank National Trust Company, formerly known as Bankers  
Trust Company of California, N.A.,  
as Trustee

By:   
Name: Ronaldo R. Reyes  
Title: Vice President

Acknowledged and Agreed  
Countrywide Home Loans, Inc.

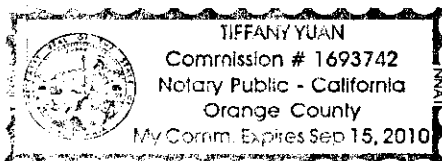
By:   
Name:  
Title:

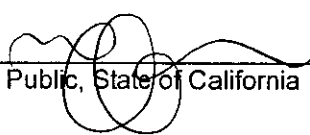
02867.001 #92035

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On **October 26, 2007**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Ronaldo R. Reyes** of Deutsche Bank National Trust Company, as Trustee for agreements listed on Exhibit A attached hereto, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.  
(SEAL)



  
Notary Public, State of California

02867.001 #92035

## Exhibit A

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2003-NC10

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-NC3

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-NC2

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-NC5

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-NC8

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2005-HE1

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-HE4

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-HE1

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-HE7

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-HE8

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-HE9

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2004-WMC3

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2005-NC2

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2006-HE7

Certificateholders Of The Morgan Stanley ABS Capital I Inc. Trust 2006-HE8

Certificateholders of IXIS Real Estate Capital Trust 2004-HE4 Mortgage Pass-Through Certificate Series 2004-HE4

Certificateholders Of GS Mortgage Securities Corp. (GSAMP 2004-HE2)

Certificateholders Of GS Mortgage Securities Corp. (GSAMP 2004-AR2)

Certificateholders Of GS Mortgage Securities Corp. (GSAMP 2005-HE1)

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Certificateholders Of GS Mortgage Securities Corp. (GSAMP 2005-HE3)

Certificateholders Financial Asset Securities Corp., Soundview Home Loan Trust  
2005-D01, Asset Backed Certificates, Series 2005-D01

Certificateholders Of GS Mortgage Securities Corp. GSAMP Trust 2004 AR2  
Mortgage Pass Through Certificates, Series 2004-AR2

Certificateholders Of JP Morgan ABFC2004-FF1-G1

Certificateholders of FFMLT Trust 2005-FF2, Mortgage Pass Through Certificates,  
Series 2005-FF2.

Certificateholders Of GSAA Home Equity Trust 2005-2, Asset-Backed  
Certificates, Series 2005-2